

③
2013

C O N T R A C T

Between

CITY OF READING

and

BERKSHIRE SYSTEMS GROUP, INC.

For the City Hall Access Control System, Department of Police, City of Reading, Pennsylvania.

RECEIVED: 9/5/2013

REVIEWED:

CERTIFICATE OF APPROPRIATION

We, Matthew Bembenick Director of Finance, and
David Cituk City Auditor, of the City of Reading, Pennsylvania, do
hereby certify:

That item, 01-08-29-4510
of an appropriation to the Department of Department of Police
for the fiscal
year 2013 designated I the foregoing contract, involving an appropriation of money, as the
item of appropriation upon which said contract is founded, is the item of appropriation upon
which said contract is founded.

That the estimated amount of the expenditures to be made under said contract, **SHALL**
BE: one hundred forty-one thousand, five hundred eighty-eight and no cents DOLLARS,
\$ 141,588.00

AS FOLLOWS: The City Hall access Control System,
Department of Police

BERKSHIRE SYSTEMS GROUP, INC. CONTRACTOR
shall be charged against said item and that a sufficient appropriation has been made for the
payment thereof.

Matthew M. Bembenick

Director of Finance

David M. Cituk 9/5/13

City Auditor

Reading, PA, 9/5, 20 13



CITY OF READING, PENNSYLVANIA

DEPARTMENT OF ADMINISTRATIVE SERVICES
PURCHASING DIVISION
ROOM 2-45
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6207

TAMMI REINHART
PURCHASING COORDINATOR

August 13, 2013

Berkshire Systems Group
50 South Museum Road
Reading, PA 19607

Dear Madam or Sir:

The City of Reading has awarded you the contract for the City Hall Access Control System Project for the total price of \$141,588.00 for the City of Reading Police Department.

This award is made in accordance with proposals received in the Office of the Purchasing Coordinator.

The City Solicitor will notify you when the necessary papers are ready for signature.

Sincerely,

A handwritten signature in cursive script, appearing to read "Reinhart", is written over a horizontal line.

Tammi Reinhart
Purchasing Coordinator

cc: William Heim, Police Chief
Lt. Bruce Monteiro

DEPARTMENT OF LAW

AUG 13 2013

11:45 AM

RECEIVED

from Purchasing





CITY OF READING, PENNSYLVANIA

LINDA A. KELLEHER CMC
CITY CLERK

CITY COUNCIL OFFICE
ROOM 2-24
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6205

August 13, 2013

Ms. Tammi Reinhart, Purchasing Coordinator
City of Reading
Purchasing Division
815 Washington Street
Reading, PA 19601

Dear Ms. Reinhart:

The City of Reading City Council, at their Regular Business Meeting held on Monday, August 12, 2013, approved the following contract awards:

A. Award of Contract – for the City Hall Access Control System to Berkshire Systems Group, 50 South Museum Road, Reading, PA 19607 to for a total bid price of \$141,588. (Purchasing/Police) PAGE 10

B. Award of Contract – for the sulfur dioxide to North Industrial Chemicals, Inc., 609 East King Street, York, PA 17405 who is the low bidder with total bid price of \$54,000. (Purchasing/Pub. Works) PAGE 12

C. Award of Contract - for the Sodium Hypochlorite - bulk to North Industrial Chemicals, Inc., 609 East King Street, York, PA 17405 who is the low bidder with total bid price of \$27,300. (Purchasing/Pub. Works) PAGE 14

D. Award of Contract -- for the sodium hypochlorite in totes to North Industrial Chemicals, Inc., 609 East King Street, York, PA 17405 who is the low bidder with total bid price of \$27,300. (Purchasing/Pub. Works) PAGE 17

E. Award of Contract -- for the Liquid Chlorine to Univar USA, Inc., 532 East Emmaus Street, Middletown, PA 17057 who is not the low bidder with total bid price of \$117,095. Univar was not the lowest bidder; however, Univar was selected due to prior problems with the lowest bidder that clogged regulators, poor tank quality and could cause potential permit violations. (Purchasing/Pub. Works) PAGE 20

F. Award of Contract – for the sodium hydroxide to Univar USA, Inc., 532 East Emmaus Street, Middletown, PA 17057 who is the low bidder with total bid price of \$25,200. (Purchasing/Pub. Works) PAGE 22

C: Members of Council, Solicitor, Managing Director

DEPARTMENT OF LAW

AUG 14 2013

RECEIVED



FAX: (610) 655-6697 TDD: (610) 655-6442

CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

THE CITY OF READING

ADDENDUM NO. 1

RFP: City Hall Access Control System

DUE DATE: 3:00 P.M. Prevailing Time,
April 12, 2013

NOTICE

This addendum must be signed, attached to, and returned with your proposal to the City of Reading by the time and date indicated ABOVE:

Q1. I NOTICED IN THE SPEC. THAT YOU ARE REQUESTING 56 INDIVIDUAL DOOR CONTROLLERS, ARE ALL OF THE CURRENT DOOR CONTROLS LOCATED IN ONE ROOM, OR ARE THEY SPREAD THROUGHOUT THE BUILDING PROXIMATE TO THE DOOR LOCATIONS?

A1. THE CONTROLS ARE LOCATED IN ONE ROOM BUT THE DOORS ARE SPREAD THROUGHOUT CITY HALL.

Q2. WILL THIS BE A PREVAILING WAGE JOB?

A2. YES IT IS.

Q3. CAN WE REUSE ANY EXISTING CABLE FROM EXISTING ACCESS SYSTEM?

A3. IF IT CAN BE DONE WITHOUT ANY DOWN TIME IN THE CURRENT SYSTEM.

Q4. ARE ALL OF THE NEW READERS REPLACING EXISTING READERS OR ARE NEW DOORS BEING ADDED? IF SO WHAT DOORS ARE NEW?

A4. NO NEW DOORS ARE BEING ADDED.

Q5. WILL THE NEW ACCESS CONTROLLERS BE CONNECTED TO A SEPARATE AND INDEPENDENT NETWORK FROM ANY EXISTING BUILDING NETWORK ALREADY IN PLACE?

A5. WE THINK SO. WE DO NOT HAVE MUCH INFORMATION ON THE CURRENT SYSTEM WE HAVE.

**Q6. WILL A EQUAL BE ACCEPTED IN PLACE OF THE:
PRO-LIC-064-7 SYMMETRY PROFESSIONAL 56 READER
SOFTWARE, DATABASE(MSDE) & 3 CLIENT LICENSES WITH CD
WEBACCESS/10-V7.X AMAG WEB ACCESS SOFTWARE
EN-1DBC AMAG SYMMETRY EDGE NETWORK 1 DOOR POE
CONTROLLER**

A6. YES

Q7. WILL YOU EXCEPT SUBSTITUTES OF EQUAL OR BETTER?

A7. YES

Q8. HOW MANY EMPLOYEES WILL BE USING THE SYSTEM?

A8. APPROXIMATELY 500

Q9. WILL THE KEYPAD NEED TO BE USED ON THE READER?

A9. IT DEPENDS ON THE SYSTEM.

Q10. HOW ARE THE CURRENT READERS POWERED? WHAT VOLTAGE?

**A10. WE DO NOT KNOW. WE DO NOT KNOW MUCH ABOUT THE
CURRENT SYSTEM.**

**Q11. WHAT CABLES ARE CURRENTLY RAN TO THE EXISTING
READERS?**

A11. WE DO NOT KNOW.

**Q12. PLEASE DESCRIBE THE CURRENT CABLE RACEWAY
ARCHITECTURE – DO ALL THE CABLES HOME RUN BACK TO ONE
LOCATION OR MULTIPLE ROOMS? PLEASE EXPLAIN THE
CONFIGURATION.**

A12. WE DO NOT KNOW.

I, HEREBY CERTIFY THAT THE CHANGES COVERED BY THIS ADDENDUM HAVE
BEEN TAKEN INTO ACCOUNT.

Firm Name (Type or Print) Berkshire Systems Group, Inc

Authorized Signature Dawn A. Ad...

Title Business Manager
Name (Type or Print) David A. Hawkins
Date 8/27/13

This Agreement, Made and concluded this 10th day of September A.D. two thousand and thirteen (2013) by and between the City of Reading, a municipal corporation of the State of Pennsylvania, located in the County of Berks, said State, hereinafter called the "CITY", and BERKSHIRE SYSTEMS GROUP, INC., a corporation duly organized and existing under the laws of the State of Pennsylvania, with its principal office in Reading, PA hereinafter called the "VENDOR," pursuant to law and to the provisions and requirements of the ordinances and resolutions of the City of Reading.

WITNESSETH, That the parties to these presents each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the City for itself, its successors and assigns, and the Vendor for itself, himself or themselves, its successors, or his or their executors and administrators, as follows:

The Vendor covenants, promises and agrees to and with the City, for the consideration hereinafter mentioned and contained, to furnish as directed to the City of Reading, Pennsylvania, in accordance with the bid of the Vendor No. _____ dated _____ submitted to the City, attached hereto and made a part hereof the following merchandise as per specifications:

For the City Hall Access Control System, Department of Police, City of Reading, Pennsylvania, in the amount of \$141,588.00.

The Vendor agrees to furnish only such merchandise which shall have fully met the specifications herein contained, or hereto attached and made a part hereof. In the event the Vendor shall fail to comply, in any respect, with said specifications or this contract, the City may terminate this contract by giving the Vendor written notice.

Upon the said merchandise being duly tested and accepted by the proper City employees as meeting with the specifications and conditions, the City shall pay for the quantities thereof currently ordered and delivered, at the end of each calendar month, upon an invoice being presented by the Vendor setting forth the exact quantities thereof delivered during said month.

The Vendor agrees to indemnify and save harmless the City from all suits or actions of every name and description brought against it for or on account of use of patented appliances or for any damages or injuries received or sustained by any person or persons in the performance of the work under the contract. The Vendor further agrees that in case any such suits or actions are brought or threatened all or as much of the monies due it, him or them under this contract as shall or may be considered necessary by the City shall or may be retained without any liability of the City to the Vendor for interest thereon because of such retention until all such suits or claims shall have been settled and satisfactory evidence to that effect furnished.

BASIS OF CONTRACT. This contract is founded on Item 01 08 29 4510
Division of _____, Department of Police
_____, in the annual appropriations
for the fiscal year 2013.

IN WITNESS WHEREOF, the said City of Reading has caused this agreement to be executed by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the Vendor has caused this agreement to be executed by its President and its corporate seal to be hereunto affixed, duly attested by its Secretary, has hereunto set his/their hand(s) and seal(s) the day and year first above written.

Signed and sealed in the
presence of

CITY OF READING

By: /s/ Vaughn D. Spencer
Mayor

Attest: /s/ Linda A. Kelleher
City Clerk

BERKSHIRE SYSTEMS GROUP, INC.

Signed and sealed in the
presence of

By: Robert P. Berger
President

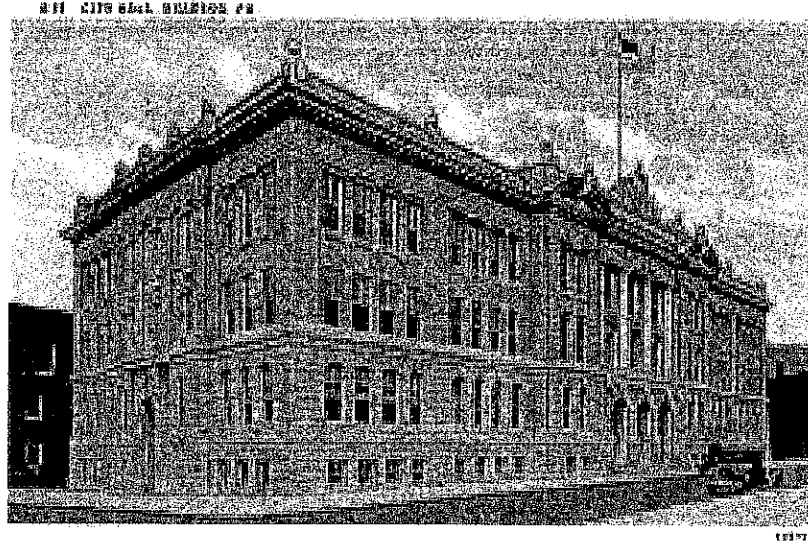
Attest: Gudy A. Weidner
Secretary

Request For Proposal

April 2, 2013

City Hall Access Control System

815 Washington Street
Reading, PA 19601



Berkshire Systems Group, Inc.

50 South Museum Road

Reading, PA 19607

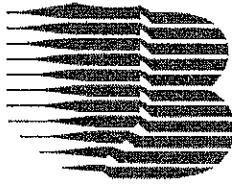
Phone: 610-775-1200, Fax: 610-775-3646

Project Supervision:

Michael S. Cirulli

Sales Manager

mcirulli@berkshiresgi.com



Berkshire Systems Group, Inc.

The Advanced Protection Specialists

Professional Communication Systems

Corporate Offices:
50 S. Museum Road
Reading, Pennsylvania 19607

Telephone 610-775-1200
Fax 610-775-3646

City of Reading
City Hall
815 Washington St.
Reading, PA

April 11, 2013

RE: City Hall Access Control System

To whom it may concern,

Berkshire Systems Group is pleased to present the City of Reading the enclosed proposal for the Upgrade of the Access Control System for City Hall. The access control system hardware and software that is currently employed at your facility experiences frequent failures and is in need of replacement. After an extended review of the current Access Control System we are positive that our proposed system will rectify all of the problems that you are presently experiencing.

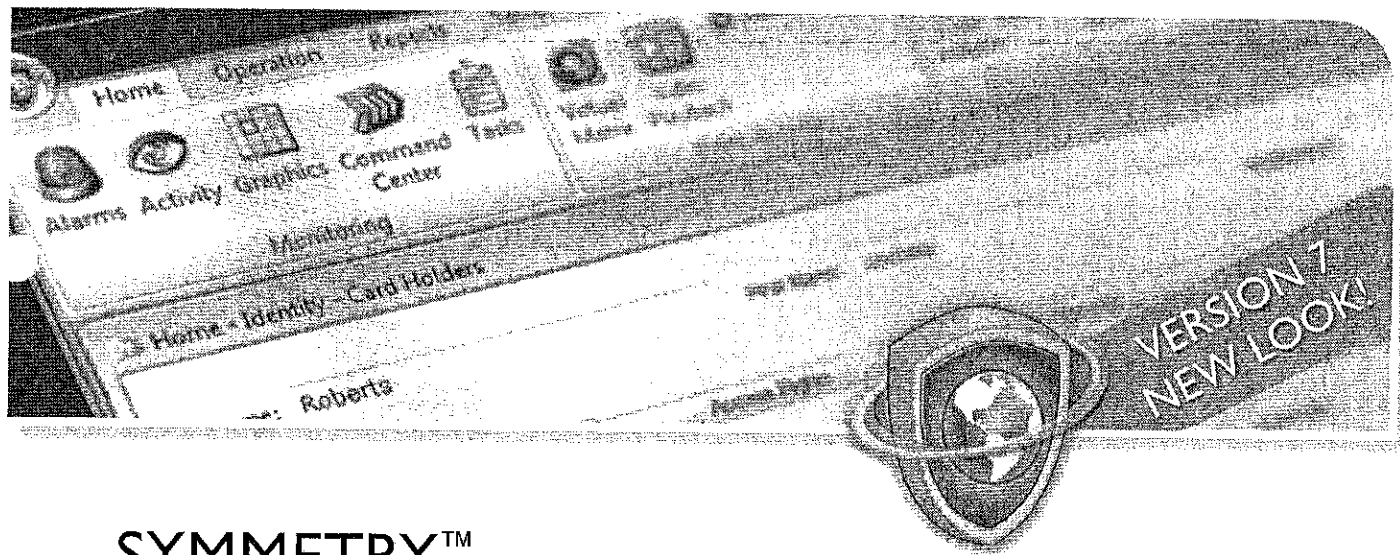
General Company Information: Berkshire Systems Group, Inc is locally owned and operated. We are a Reading, PA based Systems Integration Company located at 50 South Museum Road in Reading with satellite offices in State College, York and Harrisburg. There are about 70 employees who report directly to our Reading, PA Headquarters. Our technicians are on call 24 hours a day, seven days a week to serve you. Berkshire Systems was incorporated in October of 1981 serving the Reading Area for over 32 years.

We value our partnership with City of Reading. Protecting people and property is something we take very seriously and we look forward to the opportunity to provide City Hall with the most professional approach to access control and security.

If you should have any questions about the enclosed proposal please feel free to contact me at your convenience. Thank you.

Sincerely,

Mike Cirulli
Berkshire Systems Group, Inc. | Sales Manager
mcirulli@berkshiresgi.com
1-800-344-4012



SYMMETRY™ PROFESSIONAL v7.0

The Symmetry Professional Security Management Software is designed to provide powerful integrated access control and security management solutions for most business applications.

The Symmetry Professional software is used to actively manage the system and holds the details of each authorized individual with access into a specific building. The powerful, yet user-friendly Symmetry Professional interface enables users to issue access control cards and determine access rights by day of the week and time of day.

Symmetry Professional also includes alarm management software, graphical maps, reports, a free visitor management system and many other powerful features. In addition, a badge designer tool is included providing users with the ability to design and print identity badges.

Symmetry Professional is for medium to large organizations requiring a client/server security management system that can use existing LAN/WAN networks.

Symmetry Professional includes database partitioning, which allows multiple companies to share the same system, and provides a cost-effective solution for buildings occupied by more than one organization.

Symmetry Professional provides a comprehensive range of standard features, including alarm monitoring and routing, visitor management, badging and map interfaces, with additional options available for specialist requirements. Client access is also available using a Web browser using the optional Web Access module.

Each client PC runs Symmetry Professional, the application that allows you to configure, monitor and control the security management system. The software lets you set up card holders, assign access rights, produce reports, monitor alarm conditions and control hardware such as cameras and readers.

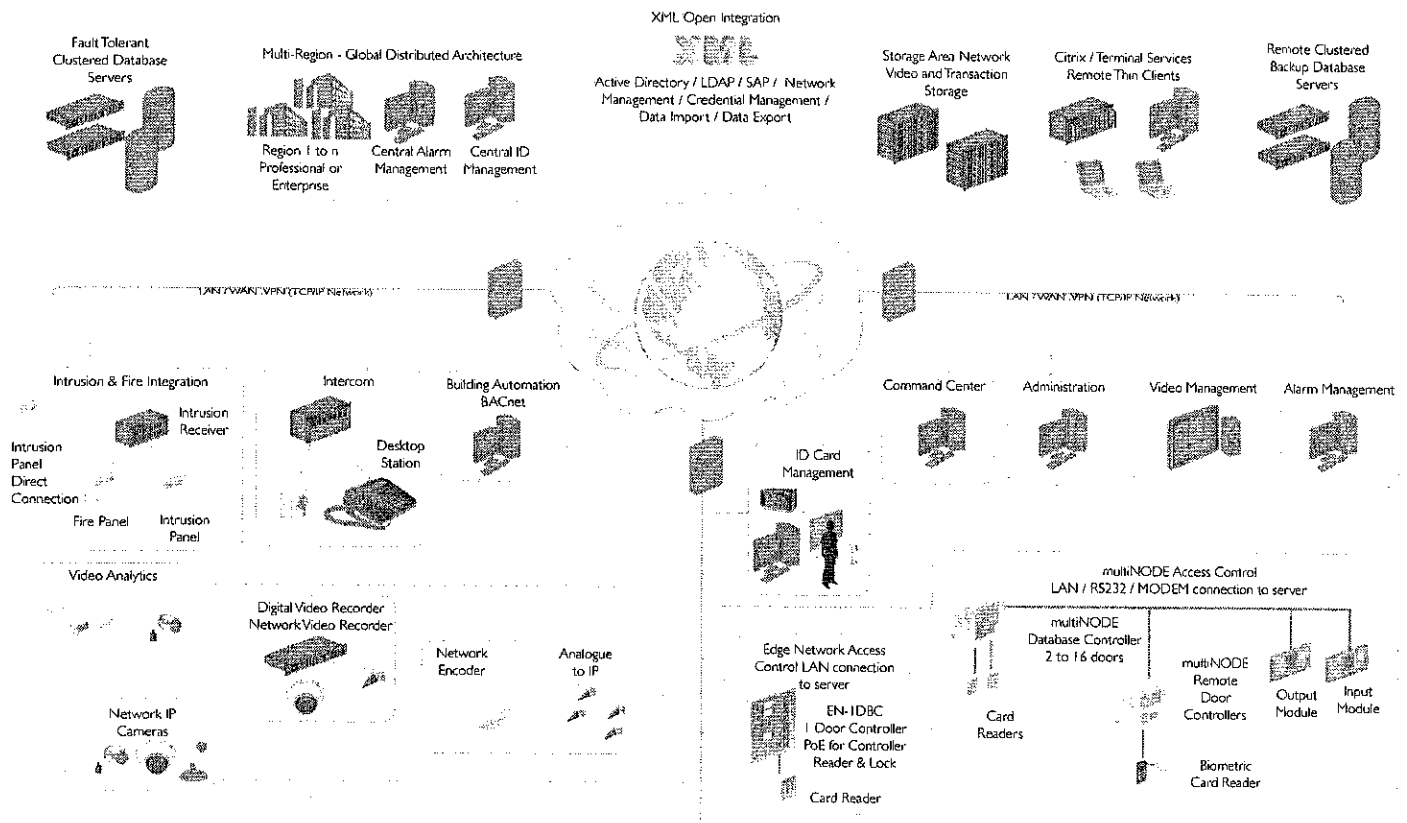
The ability to customize the system to show only those features that your users require ensures that operator training is kept to a minimum and allows users who have different requirements to be presented with different features. The ability to customize the system in many other ways underlines the inherent flexibility of its design and ensures that the system performs to your exact requirements without compromising ease of use.

Symmetry Professional has been designed to provide the most efficient system management with extensive and flexible reporting capabilities. The wide range of standard features ensures that you can obtain the full benefits from your investment.

KEY FEATURES

- * Competitively priced powerful Access Control and Security Management Solution for most business applications
- * Easy card issuing administration using bulk amendment
- * The power you need to control all your security needs
- * Up to 512 card readers and nine client computers
- * Unrestricted card holder capacity
- * Video Badging and Visitor Management software as standard
- * Employs the very latest thinking in user interface design
- * Supplied with Microsoft® SQL Express Database
- * Comprehensive alarm-handling features
- * Optional modules available to control video cameras, intercom systems and intrusion alarm panels
- * Open architecture with various integration options
- * Single sign-on option for authentication to Microsoft Active Directory

SYMMETRY SYSTEM CONFIGURATION



OPTIONAL SOFTWARE MODULES

Software packages offer a range of fully-integrated additional features designed to enhance the system and provide higher levels of flexibility and integration. Optional features include:

- ✦ Active Directory single sign-on
- ✦ Building Control Module
- ✦ Data Connect Import/Export
- ✦ Guard Patrol Management
- ✦ Intercom Management
- ✦ Intrusion Management
- ✦ Muster Management (Safety Roll Call)
- ✦ Video Management
- ✦ Threat Level Manager
- ✦ Web Access
- ✦ Workflow Designer
- ✦ XML Open Integration Module

PURCHASING INFORMATION

SYMMETRY Professional Software

- ✦ PRO/8 V7.x 8 Card Reader Software
- ✦ PRO/16 V7.x 16 Card Reader Software
- ✦ PRO/32 V7.x 32 Card Reader Software
- ✦ PRO-PLAT-V7.x Platform Software
- ✦ PRO-LIC-xxx-V7 Card Reader Licenses (xxx=008, 016, 032, 064, 128, 256, 512)
- ✦ VID-CAM-xxx-V7 Camera Licenses (xxx=004, 008, 016, 032, 064, 128)
- ✦ PRO/CLIENT-V7.x Client Workstation Software



Microsoft Partner

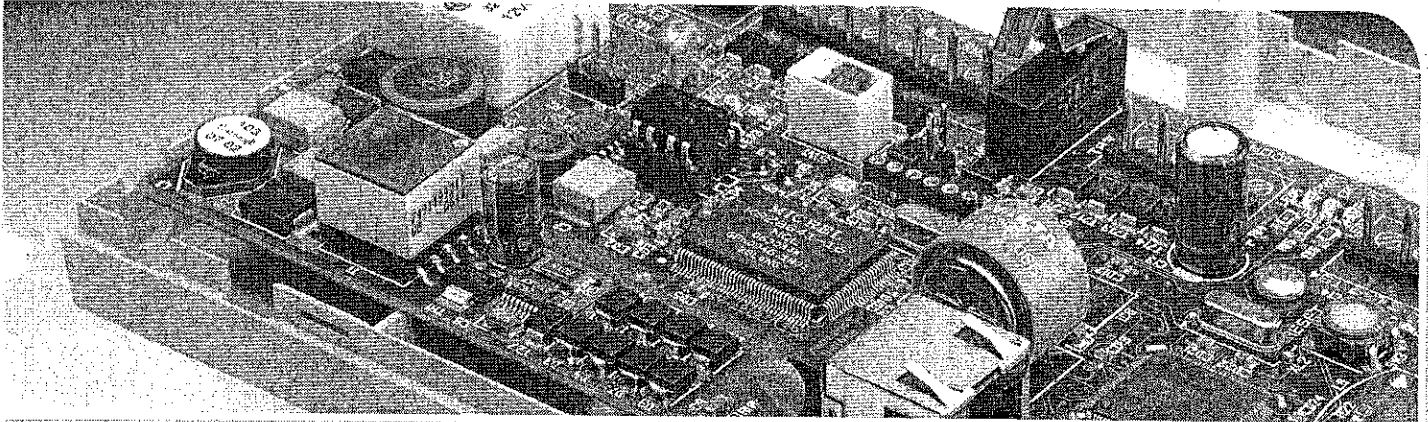
Independent Software Vendor (ISV)



AMAG Technology

sales@amag.com

www.amag.com



SYMMETRY™ EN-IDBC EDGE NETWORK CONTROLLER

The Symmetry Edge Network Controller is a key feature of an access control system. It provides distributed intelligence, resilience in the event of network failure, and fast response to access requests.

The Edge Network Controller is a Power-over-Ethernet (PoE) One Door Controller that provides distributed intelligence and fast response to access requests.

The Symmetry Edge Network Controller supports connections to a client PC via the Local or Wide Area Network. Each Symmetry Edge Network Controller communicates with PCs running the feature rich Symmetry Business, Professional or Enterprise security management software, v6.0.2 SP7 or later. Direct network discovery and programming using the Symmetry software provides simplified installation. The security management software is used to set up the rules of access control, monitor alarms, produce reports and administer one or more facilities.

READER TECHNOLOGIES & CARD FORMATS

The Symmetry Edge Network Controller supports a full range of reading technologies including Magnetic Stripe, Smart card, Proximity, Biometrics and Wiegand. A number of default card formats are programmed as standard and there is a capability for custom formats to be defined. This is particularly important when integrating existing cards with a new system.

SYMMETRY EDGE NETWORK CONTROLLER CONFIGURATIONS

The Symmetry Edge Network Controller is supplied with a poly carbonate enclosure. The enclosure has a removable lid and tamper switch as standard.

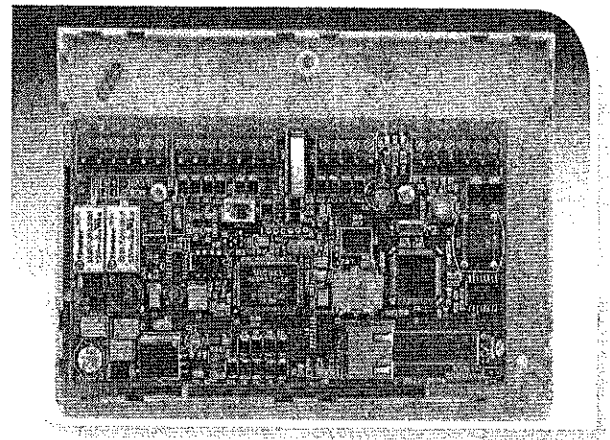
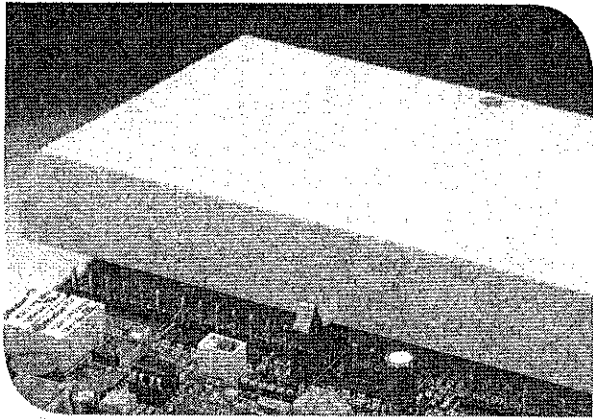
The Symmetry Edge Network Controller can be powered using PoE or locally via a 12VDC supply. When powered using PoE, 700ma is available for reader and lock power.

TECHNICAL DETAILS

The Symmetry Edge Network Controller contains the system databases, performs the transaction processing and controls system communications.

The Symmetry Edge Network Controller is supplied as standard with memory for up to 50,000 cardholders and 10,500 offline transactions.

The Symmetry Edge Network Controller incorporates Flash Memory supporting downloadable firmware and allowing firmware enhancements via a PC, simplifying upgrades and minimizing installation time.



KEY FEATURES

- Power over Ethernet (PoE) support for controller, reader and door release provides lower installation cost
- Switch selectable support for secure Symmetry 20mA or Wiegand reader communications
- Surface or wall switch mounted
- Accelerated network card download
- 50,000 Cardholders

SPECIFICATIONS

Includes Enclosure

- Width: 6.8in (173mm)
- Height: 4.7in (120mm)
- Depth: 1.4in (35mm)

Operating Environment

- +32°F to +122°F (0°C to +50°C)
- 15% to 90% humidity, non-condensing

Communication Distances

- Door Controller to Current Loop Reader = 3000ft (1000m)
- Door Controller board to Wiegand Reader = 325ft (100m)

Storage Capacities

- 50,000 cards and 10,500 offline transactions.

Controller Inputs/Outputs

- Input rating using PoE: 15.4W max. at 40VDC
- Input rating using External supply: 850ma max. at 12VDC

Reader and Door Release Outputs

- 700mA max. combined current at 12VDC

Reader ports

- Switch selectable 20mA current loop or Wiegand
- Door monitor inputs 2/3/4 - state supervision
- Exit Request inputs 2/3/4 - state supervision
- Door Release relay outputs rated at 28VDC, 3A max
- Bypass / shunt relay outputs rated at 28VDC, 3A max

PURCHASING INFORMATION

- EN-IDBC
- EN-IDBC-HSE



AMAG Technology
sales@amag.com
www.amag.com

Table of Contents

Inside Pocket - Letter of Transmittal, Datasheets

TAB 1 - Cost Proposal and Financing Options

TAB 2 - BSGI Financial Statement

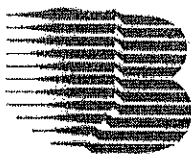
TAB 3 - BSGI Experience, Qualifications, References & Key Project Staff

TAB 4 - Insurance Certificate

TAB 5 - Non-Collusion Affidavit

TAB 6 - Certification of Non-Indebtedness

TAB 7 - Non-Discrimination Statement



Berkshire Systems Group, Inc.

The Advanced Protection Specialists

Professional Communications Systems

Corporate Offices:
50 Museum Road
Reading, Pennsylvania 19607

Telephone 610-775-1200 or
1-800-344-4012
Fax 610-775-3646

PROPOSAL

Date: 04-11-2013

Name: City of Reading Police Department

Project: Access Control System Upgrade

Attn: Lt. Bruce Montero

Type System: Card Access

QUANTITY MODEL NO.

DESCRIPTION

1. Access Control System Upgrade-Equipment List

1	PC & Monitor	HP5437 Workstation PC & 17" LCD Monitor
1	PRO-LIC-064-V7	Symmetry Professional 56 Reader Software, database (MSDE) & 3 Client License. Includes CD,
1	WEBACCESS/10-V7.1	Amag Web Access Software
1	Bio-Mini	Entertech Fingerprint Enrollment Reader
56	EN-1DBC	Amag Symmetry Edge Network 1 Door PoE Controller
5	BS-BEWMOC	BioLife Net, Fingerprint & Proximity Sensor, Outdoor
51	BS-BEPHOC	BioLife Net, Fingerprint & Proximity Sensor, Indoor
56	BW108BC	Key Locked Enclosure- 11" x 11" With BW3000 Lock
56	STUV12S20Q	Plug in power supply, 12VDC, 2Amp
1	3-Year Comprehensive Warranty	

2. End User Training : Berkshire Systems Group's technical trainer will be provided under this contract. A maximum of 6 hours of training will be provided.

3. Financing Options:

Berkshire Systems Group, Inc is willing to finance this project over the course of three years with no financing charges and no interest. 1/3 or 33.33% would be due upon delivery of equipment, the second 33.33 % would be due one year from the date of the original invoice and the final payment would be due one year after the second invoice.

Total Access Control System Upgrade Installed \$141,588.00

4. Optional Annual Maintenance & Support Agreement: The above access control system is covered by a comprehensive 3-year warranty. A service agreement for the fourth year to cover service during normal business hours, the AMAG software service agreement and parts under \$20 would be \$4,848.00 per year.

5. Optional 24/7/365 Annual Maintenance & Support Agreement: Upgraded Annual Maintenance & Support as stated above for anytime service 24 hours, 7 days a week, 365 days per year: \$10,852.00 per year.

Terms: Net 30 Days upon Credit Approval, 1.5% added monthly. Prices shown do not include PA Sales Taxes.

Our proposal includes engineering drawings, supervision of installation as required, connections within our control equipment, system commissioning, system test and demonstration of system operation. Mounting of all equipment, field device addressing, wiring installation, including punch-down of field wiring is not included in our proposal unless otherwise indicated. Our system commissioning activities are for Technician work only. Price is guaranteed for 30 days.

PURCHASER:

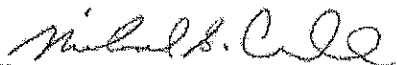
Accepted By: _____

Berkshire Systems Group, Inc.

Prepared By: _____

Signature: _____

Date: _____


Michael S. Cirulli



Berkshire Systems Group, Inc.

The Advanced Protection Specialists

Professional Communications Systems

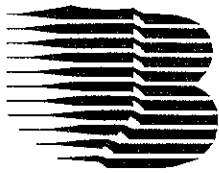
Corporate Offices:
50 South Museum Road
Reading, Pennsylvania 19607

Telephone 610-775-1200
Fax 610-775-3646

Internally prepared summary of:
FYE 12/31/2012 Financial Statements

	(Reviewed) 12/31/2012
<u>Balance Sheet</u>	
Current Assets	4,250,591
Property & Equipment	448,887
Other Assets	192,685
	<u>4,892,163</u>
Current Liabilities	3,102,712
Long-Term Debt	415,258
Stockholders' Equity	1,374,193
	<u>4,892,163</u>
<u>Income Statement</u>	
Sales	15,067,041
Cost of Sales	(10,665,492)
Operating Expenses	(4,121,259)
Other Income	5,596
Other Expenses	(67,078)
Income Taxes	(58,902)
Net Income	<u>159,906</u>

Full Accountant prepared report available upon request.



Proposal for the City of Reading City Hall Access Control System Upgrade

AMAG ACCESS CONTROL SYSTEM

Manufacturer: The basis of our design for the Access Control Upgrade for the City of Reading City Hall project revolves around AMAG Security products. The primary focus of the system is the comprehensive software platform, Symmetry Security Management System, which provides advanced security solutions for Access Control, Video Management and Intrusion Detection. AMAG's security systems are installed worldwide and designed for organizations of any size – from the largest multi-national or government agency through to schools and smaller office buildings. Renowned for having intelligent yet easy to use software, AMAG Technology offers a wide range of highly reliable products. Symmetry delivers the latest technology in a proven, scalable, easily deployed, integrated system, which can be managed from one central application.

The Symmetry Professional Security Management Software is designed to provide powerful integrated access control and security management solutions for most applications. Berkshire Systems Group has excellent knowledge of both the customer's facility as well as the technology needed to resolve the issues that the current Access Control System presents. We have coupled one of the worlds most stable access control platforms, AMAG Symmetry Pro, with Access Control Proximity and Biometric readers that are of a higher quality than they ones currently installed. Most importantly, our approach provides a real control panel at each location. This architecture will ensure that communications from the field devices to the Access Control Server PC are as fast as any other Ethernet connected device on the city's local area network. The problems that exist with communication latency, program and schedule failures and local door control failures will be rectified with our proposed system. Accept no substitute to the AMAG Symmetry Pro Platform, as you may end up in the same spot as the current system. We have excellent AMAG factory representation and we are willing to do a demonstration at anytime. Berkshire Systems has integrated the AMAG Access Control Software and Hardware into many applications with great success as our attached references will attest.



Installation & Support: Berkshire has the ability to support many large projects simultaneously. Of our 92 employees, the great majority are service technicians. In fact, many of our larger, on-going projects have Berkshire Systems Group employees dedicated to the project. For instance, the Pennsylvania State Capitol Complex is a system installation where Fire Alarm, Card Access and CCTV have been integrated with enormous success. Now that these systems have been installed in all State Capitol Complex Buildings, many other state entities have followed suit. A team of 3 on-site Berkshire Systems Group technicians reports to the Capitol Complex on a daily basis.

Other large on-going projects that have dedicated Berkshire Systems Group employees include Bloomsburg University, Milton Hershey Schools and The Lancaster General Hospital.

BERKSHIRE SYSTEMS GROUP COMPANY PROFILE

Berkshire Systems Group, Inc. is a Reading, PA based systems integrator serving Eastern and Central Pennsylvania for over 32 years, with our headquarters in Reading, satellite offices in York, Harrisburg and State College, PA. Berkshire Systems Group is dedicated to the protection of people and property by providing high quality service, support, monitoring and education. Over the past 32 years management has fostered a team atmosphere at Berkshire Systems. No project is ever the responsibility of one person. Everyone helps each other during all phases of a project from design to demonstration.

Robert Yerger, the president of Berkshire Systems Group, Inc., over the course his 48 year career in the systems integration industry, has developed a reputation as a key educator in the industry. Robert serves as a board member of the AFAA and also actively promotes NICET Certification. Robert was also elected President of the Siemens Fire Safety Distributors Advisory Council where he served for 4 years.

It's Robert's emphasis on education that has cultivated a company of highly trained specialists that is second to none in our region. Berkshire Systems Group Inc., approximately 92 people strong, has a high percentage of manufacturer and NICET certified employees from Application Specialists, Project Managers, Engineers, Technicians, and Inspection Specialists.



TRAINING

It is our mission at Berkshire Systems to empower our customers with the knowledge they need to manage and maintain proper fire detection and security in their facilities. In an effort to provide a turnkey or hands free style service for their customers, some alarm companies inadvertently render their customers powerless and out of touch with their alarm system and its service and maintenance needs. While this philosophy can generate service revenue, it can also create a customer who is helpless when it comes to the needs of their system. When you are out of the loop it becomes difficult to access whether your fire alarm and security budget is being efficiently managed or fleeced by high annual service contracts that lock you in for the long term. Education is a key aspect of fire and security protection and the cornerstone of Berkshire Systems Group.

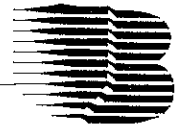
Official factory training is one of several avenues your staff and system administrators can use to gain an intimate understanding of all individual system components as well as the system as a whole. Your representatives can be trained side by side with our fire alarm, access control & CCTV technicians.

Berkshire has another option regarding training. We have a professional technical trainer on staff that has ample resources and tools to demonstrate and teach all aspects of your building's security systems, the end result being fully competent system administrators. Our training staff develops training guides and tools tailored to your systems. All of these tools and resources will be provided to your staff, from a simple laminated single page cheat sheet to the fully customized operation and maintenance manual for each system.

Berkshire Systems Group would like to thank you for the opportunity to serve the City of Reading for your security needs. Please do not hesitate to call me if you have any questions or comments.

Sincerely,

Michael Cirulli, Sales Manager
Berkshire Systems Employee For 18 Years
Office # 610-775-1200 or 800-344-4012
Email: mcirulli@berkshiresgi.com



Berkshire Systems Group Partial Reference List for The City of Reading City Hall

Spring-Ford Area School District

Royersford, PA

Contact: Doug Carson (610) 705-6091

AMAG Symmetry Access Control Replacement/Upgrade for 14 School District Buildings

Over the summer of 2009, Berkshire Systems Group replaced and subsequently upgraded the entire access control system in the Spring Ford School District. Using the existing wire infrastructure we replaced all of the existing Simplex field panels with new AMAG IP Control Panels and installed a new AMAG Symmetry Data Base Server.

Schuylkill Valley School District

Leesport, PA

Contact: Craig Strunk (610) 916-0957

AMAG Symmetry Access Control System

This AMAG installation entailed a newly installed Access Control System utilizing AMAG's single door, POE edge Network Controls and Symmetry software platform throughout the school district.

Coatesville Area High School, Rainbow Elementary & Gordon School

Coatesville, PA

Contact: Keith Davis 484-288-2383

Panasonic iPro PTZ Surveillance System: 2 school complete, High School

The Coatesville Area School District decided to make their district one of the most secure and technologically advanced districts in eastern Pennsylvania. The cornerstone of this accomplishment was the installation of a Panasonic iPro IP CCTV Surveillance System. Berkshire Systems, partnering with the school district and the contractors involved in the various phases of construction projects in the district, implemented an entirely network based CCTV system utilizing both new and existing network infrastructure. A total of 335 iPro cameras throughout the three schools report to one of the 7 Panasonic WJ-ND400 Series Network Video Recorders. All of this traffic is controlled and monitored by Panasonic's ASM-100 software.

— continued on next page —



PA Department Of Health-Bureau Of Laboratories

Lionville, PA

Contact: Donna Rose (610)-280-3464 Xt: 3232

Access Control, CCTV Surveillance, Intrusion & Fire Alarm

In a facility where many sensitive and bio-hazardous materials are handled access control and security are essential. This facility uses GE Security/Infographics access control software in conjunction with a networked Bosch digital surveillance system. As the primary contractor, Berkshire designed the system to allow for standard access control along with some rather unique functions for this project - such as creating air locks for critical laboratories. These air locks are areas where doors are conditionally locked and unlocked depending on the status of adjacent laboratory doors. The net result is to create and maintain positive air pressure to ensure the containment of airborne viruses. In the event of an interior contamination the access control software will provide security personnel with vital information as to the whereabouts of all building occupants in an instant (muster reporting). This client also chose to use the photo badging option within the software to provide employee identification. As an agency with the Commonwealth of Pennsylvania, this client takes advantage of a proprietary Corporate 1000 proximity card format in an effort to gain an even higher level of security.

SCI Smithfield

Huntingdon, PA

Contact: Jim Egin (814)-643-6520

Campus Network Fire Alarm-completion date: August 2002

This project was a direct replacement of an existing fire alarm system that had been experiencing major system failures. The installation entailed installing an addressable network fire alarm system throughout the 17 building campus. Every building was outfitted with new MXL addressable fire alarm control panels and devices. Each panel is networked back to both a global annunciation control panel and an NCC (Network Command Center).

CCTV Digital Recording System-completion date: June 2007

Recently Berkshire Systems Group, Inc. completed a replacement and subsequent upgrade of the existing CCTV Digital Recording System at SCI Smithfield. We had installed the original Loronix Recording System some years ago and, although it was state-of-the-art in it's time, it was now antiquated and expensive to maintain. With a brand new Bosch archiving solution to match there Bosch CCTV Matrix System SCI Smithfield is now enjoying the benefits of the digital age.

Exelon- Peach Bottom Atomic Power Station

Delta, PA

Contact: Gopi Mahotra (717) 940-0036

CCTV Head-end Matrix & Digital Recording Management System

Recently Berkshire Systems Group, Inc. completed a replacement and subsequent upgrade of the existing Bosch CCTV Digital Recording System at Exelon's Peach Bottom Atomic Power Plant. Working in the heavily regulated Atomic Power sector requires that every engineering detail be explicitly defined before one camera is switched over to a new head-end. Berkshire Systems engineers worked directly with the power plants engineering team and Panasonic software engineers to deliver a state of the art Matrix & Digital recording system that is one of two of its kind in the world.

— continued on next page —



Pennsylvania Capital Complex

Harrisburg, PA

Contact: Richard Shaffer (717) 787-9013 - or - George Glendening, (717) 787-8640

Total project - \$25 million ~ BSGI portion \$7 million

Integration at Command Center of Fire Alarm/Security/Card Access/CCTV & Parking Controls

Acting as a subcontractor, Berkshire Systems Group designed, programmed, administrated and maintained all aspects of the State Capital's Siemens Fire Safety network; GE Security/Infographics access control and badging network; perimeter parking devices and controls; and Bosch's digital surveillance network of all key complex buildings with both interior and exterior cameras. Now that these systems have been installed in all State Capital Complex Buildings, many other state entities have followed suit. As a result, the State of Pennsylvania has standardized on the GE Security/Infographics Systems Access Control for those state entities that wish to be a part of the state employee cardholder identification program. Today, we are the sole maintenance and inspection provider for all fire alarm systems on the Capital campus. We also provide access control domain administration and maintenance for all peripheral state agencies that reside in and around the complex. Under Berkshire's guidance the Commonwealth of Pennsylvania purchased a proprietary Corporate 1000 proximity card format in an effort to gain an even higher level of security.

Additional References are available upon request



City Hall Access Control System Project Team

The following is a list of the highly qualified, professional personnel that Berkshire Systems Group, Inc. currently employs and plans on dedicating to the City Hall Access Control System project. Below each of their names and titles is a list of their credentials.

Project Team And Qualifications

TEAM LEADER: MIKE CIRULLI

Berkshire Systems Group Sales Manager
Bachelor of Arts, Communications from Pennsylvania State University
NICET Level IV Fire Alarm Systems
NICET Level I Sprinkler Systems Layout
NICET Level I Special Hazards Systems
Employed At Berkshire Systems Group, Inc. for 18 Years

Manufacturer Trained in the following:

Siemens Fire Safety-XLS, SXL, MXL & MXLV Systems
AMAG Access Control & Security Systems
S2 Access Control
Napco Security Systems
GE Security
UTC Security
Panasonic iPro CCTV Surveillance
Bosch CCTV Surveillance

LEAD TECHNICIAN: CHRISTIAN STATLER

Berkshire Systems Group, Inc Lead Technician
Employed At Berkshire Systems Group, Inc. for 12 Years

Manufactured Trained in the following:

Siemens Fire Safety-XLS, SXL, MXL & MXLV Systems
AMAG Access Control & Security Systems
S2 Access Control
Napco Security Systems
GE Security
UTC Security
Panasonic iPro CCTV Surveillance
Bosch CCTV Surveillance
Exacq Vision Surveillance



TECHNICAL TRAINER: TABITHA HOPPMAN

Berkshire Systems Group, Inc. Lead Technical Trainer

Bachelor of Science, Business Management from Ithaca College

Employed with Berkshire Systems Group, Inc. for 14 Years

9 years of Technical and Applications Training Experience

6 years of Training Development Experience

Developed and delivered custom training on all electronically controlled security systems for Capitol Police Officers. (2002 to 2004)

Trained in the following:

UTC/GE Access Control

Bosch Surveillance Systems

Panasonic Surveillance Systems

Exacq Vision Surveillance Systems

Siemens Fire Safety-MXL & MXLV & XLS Systems



CERTIFICATE OF LIABILITY INSURANCE

BERK-21

OP ID: KS

DATE (MM/DD/YYYY)

01/03/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gallen Insurance Inc. PO Box 100 2237 Lancaster Pike Shillington, PA 19607-0100 Dave Gallen		610-777-4123 610-777-9957	CONTACT NAME: Kelly J. Swanger, CISR PHONE (A/C, No, Ext): 610-898-6519 FAX (A/C, No): 610-777-9957 E-MAIL ADDRESS: kswanger@galleninsurance.com
INSURED Berkshire Systems Group, Inc. 50 S Museum Rd Shillington, PA 19607		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Everest Indemnity Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY		51GL002943-121	01/01/13	01/01/14	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Add'l Insured					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Waiver of Subro					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		EBA0051358	01/01/13	01/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	51E0000289-121	01/01/13	01/01/14	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$					\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC1924610	01/01/13	01/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Filtr		EPP0051358	01/01/13	01/01/14	Install 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION****CITY OF**

City of Reading
815 Washington Street
Reading, PA 19601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kelly J. Swanger

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REQUEST FOR PROPOSALS
CITY HALL ACCESS CONTROL SYSTEM
CITY OF READING

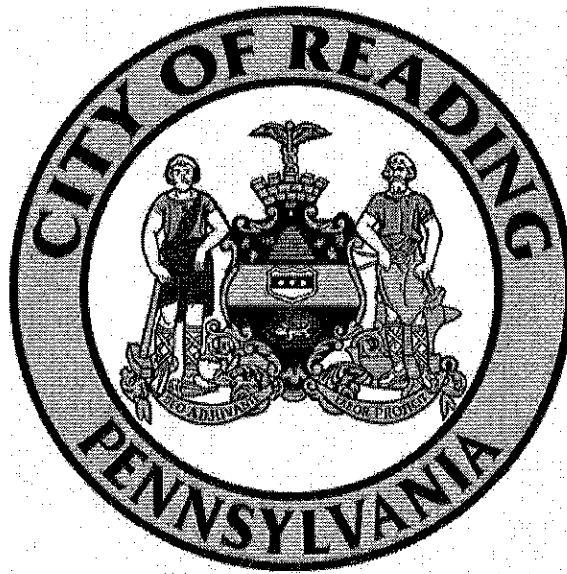


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PURPOSE

The City of Reading (the City) is requesting proposals from vendors for the purpose of supplying, installing and maintaining the City Hall Access Control System.

PROPOSAL SUBMISSION

The original proposal, two (2) printed copies, and one (1) electronic copy on compact disc shall be submitted in a sealed envelope that shall plainly indicate on it the title of the proposal and the date for receiving. This shall be delivered to the City Purchasing Coordinator, Room 2-45 , City Hall, 815 Washington Street, Reading, PA, until 3:00 P.M., prevailing time on Wednesday, April 3, 2013. The envelope shall be clearly labeled as RFP for City Hall Access Control System.

Proposals received at the Office of the Purchasing Coordinator after the hour specified will not be considered. Proposers are invited to be present at the RFP opening.

MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-bid conference will be held on Monday, March 11, 2013 at 9 A.M., Penn Room, City Hall, 815 Washington Street, Reading, PA. To facilitate the clarification of requirements, proposers are requested to submit, in writing, any questions they may have by 10:00 A.M. on Tuesday, March 19, 2013. Any interpretation made to prospective proposers, will be expressed in the form of an addendum which, if issued, will be conveyed in writing to all prospective proposers no later than 2:00 P.M. on Wednesday, March 27, 2013.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed.

INSURANCE

The Successful Proposer, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

WORKER'S COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, subcontractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly, or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: *City of*

Reading, 815 Washington Street, Reading, PA 19601. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Worker's Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who is or has serving/served sentence in a penal or correctional institution or has been found guilty or plead guilty or no contest for any type of theft shall be employed on the work covered by this Contract.

ALTERATIONS OR MODIFICATIONS

This contract will be under the direct supervision of the Director, Administrative Services or their designated representative. Any alterations or modifications of the work performed under

this contract shall be made only by written agreement between the Proposer and the Director, Administrative Services or their designated representative, and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

SUBCONTRACTS

The Proposer will not be allowed to subcontract work under this contract unless written approval is granted by the City Purchasing Coordinator.

RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a proposer or any sub-proposer to the extent that such books and records relate to or affect the performance of such contract or sub-contract. Such books and records shall be maintained by the proposer for a period of three (3) years from the date of final payment under the prime contract and by the sub-proposer for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

The City of Reading is tax exempt.

DISSEMINATION OF INFORMATION

During the term of the resulting contract, the successful proposer may not release any information related to the services or performance of services under the contract, nor publish any report or documents relating to the City, the account or performance of services under the agreement without prior written consent of the City; and shall indemnify and hold harmless the City, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication and distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining to the City, the account or the contract by the proposer or its agents or employees.

BUSINESS PRIVILEGE TAX

The City of Reading imposes a Business Privilege License, currently at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2 ¼ mills upon the gross receipts attributable to business conducted within the City of Reading.

PERMITS / LICENSES

The Proposer shall, at their expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Proposer shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers will be given permission to withdraw any proposals after they have been received by the City's Purchasing Coordinator at his/her office, provided said request is in writing and properly signed or by telegram and is received at least two (2) hours prior to the time and date set for the opening. Request by telegram must be confirmed in writing, properly signed, which must be delivered within twenty-four (24) hours of the time and date set for the opening. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Reading.

PROPOSAL REJECTION

The City of Reading reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter into contract with the City.

The contract, along with this RFP, its attachments and addendums, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives of the City, or other persons.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- A. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- B. The proposer is not complying with the specifications.
- C. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment.
- D. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- E. The proposer refuses to proceed with work when and as directed by the City.

- F. The proposer abandons the work or fails to provide timely reports and revenue to the city demonstrating effective and fair collection efforts.
- G. The proposer fails to adhere to the policies and procedures of the Fair Debt Collections Practices Act.

Proposers who have questions concerning various aspects of this Contract should contact the following person:

Tammi Reinhart, Purchasing Coordinator
City Hall, 815 Washington Street
Reading, PA 19601-3690
610/655-6427 (fax)
tammi.reinhart@readingpa.org

SCOPE OF SERVICES

1. Provide, install, and configure the below hardware and software:
 - a. (1) HP5437 Workstation and 17" Monitor
 - b. (1) PRO-LIC-064-7 Symmetry Professional 56 Reader Software, database (MSDE) & 3 client licenses with CD
 - c. (1) WEBACCESS/10-v7.x Amag Web Access Software
 - d. (1) Bio Mini Entertech Fingerprint Enrollment Reader
 - e. (56) EN-1DBC Amag Symmtry Edge Network 1 Door PoE Controller
 - f. (5) BS-BEWMOC BioLite Net, Fingerprint & Proximity Sensor, Outdoor
 - g. (51) BS-BEPHOC BioLite Net, Fingerprint & Proximity Sensor, Indoor
 - h. (56) BW108BC Key Locked Enclosure – 11" x 11" with BW3000 Lock
 - i. (56) STUV12S20Q Plug in power supply, 12 VDC, 2 Amp
2. Provide training as applicable on each of the above.
3. Provide a minimum of three (3) years financing for the all above services\equipment\software.
4. Provide optional annual maintenance and support of all equipment and software.
5. Provide 24/7/365 emergency (nonfunctioning device\software) support.

FORM OF PROPOSAL

All proposers shall be aware that the RFP and the responses thereto are in the public domain; therefore, proposers shall identify specifically any information contained in the proposal which is to be considered confidential or proprietary and exempt from disclosure. Blanket statements that entire submittals are confidential shall be unacceptable.

All proposals will become the exclusive property of the City and will not be returned.

Proposals shall be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the Request for Proposal. In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

Title Page

Show the name of proposer's agency/firm, address, telephone number, name of person authorized to obligate the firm, date, and the subject: REQUEST FOR PROPOSALS – City Hall Access Control System

Table of Contents

Include a clear identification of the material by section and by page number.

Letter of Transmittal

Limit to one or two pages briefly stating the proposer's understanding of the work to be done and making a positive commitment to perform the work. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

General Information

Name of business

Mailing address / phone & fax number

Name of person to contact

Business hours of business

State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.)

Give the date business was organized and/or incorporated, and where

Give the location of the office from which the work is to be done and the number of professional staff employees at the office

Indicate whether the business is a parent or subsidiary in a group of firms/agencies

INFORMATION REQUIRED OF PROPOSER

A. Cost

Submit fee for this service as described within.

B. The City of Reading will not be responsible for any out-of-pocket expenses incurred by the proposer.

C. Financial Soundness of Proposer

The proposer's most recent certified annual report, including balance sheets and profit and loss statements, should be submitted with its proposal. All information pertaining to the financial soundness of Proposer shall remain confidential. The City of Reading will contract only with a Proposer found to be financially sound. In addition, the City should

be notified if there is a major claim(s) against the firm that could impact their ability to perform

ASSIGNMENT OF KEY STAFF

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration, unless the City agrees in writing to modify the assignment. If a key member leaves during the course of the contract, the City must be notified immediately, and the contractor must submit the replacement name and credentials for approval by the City prior to that person starting work on the contract.

CITY INFORMATION

An executed Non-Collusion Affidavit and Non Discrimination Statement, as attached must be submitted with the proposal. Successful proposer will be required to submit an Indemnity Agreement, Stipulation Against Liens and a certificate of insurance as described.

EVALUATION OF PROPOSALS

The award may or may not be made to the firm submitting the lowest proposal. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set below. Only submissions that are complete and returned within the time limit will be considered.

The selection will be made by the City based on the following criteria:

- A. Experience, Qualifications and References
- B. Charges for Services including hardware & software costs
- C. MWE\WBE
- D. Reading based provider
- E. located within 25 miles of City Hall
- F. available 24/7/365 for emergency calls and be able to respond within 2 hours for emergencies (nonfunctioning device or software) and within 1 business day for non-emergencies
- G. willing to finance hardware and installation costs over 3 years
- H. Costs of financing
- I. Completeness of RFP response.

SELECTION COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

A Selection Committee will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the "Evaluation of Proposals" section of this RFP. Failure to comply with any requirements shall disqualify a proposal.

The City may arrange for a meeting with the submitting parties or entities to clarify any aspect of the proposals. The selection committee has the responsibility to negotiate the most favorable

cost, terms and conditions to the City of Reading. The negotiating process may involve one or more RFP responses, and may continue until the actual award of the contract.

The City reserves the right to reject any and all proposals. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

To ensure fair consideration for all firms, the City prohibits communication to or with any department director, division manager, or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. Such communications initiated by a firm may be grounds for disqualifying the offending firm from consideration for award of the proposal and/or any future proposal.

No interpretations of the meaning of the RFP documents will be made to any bidder orally. Every request for such interpretation shall be in writing to the City of Reading Purchasing Office, and to be given consideration must be received in writing prior to 10:00 A.M. on Tuesday, March 19, 2013. Direct inquiries to:

Tammi Reinhart
Purchasing Coordinator
City Hall, Rm. 2-45
815 Washington Street
Reading, PA 19601
FAX - (610) 655-6427
tammi.reinhart@readingpa.org

Any and all such interpretation will be in the form of an Addendum to the Contract Documents and will be emailed to all prospective firms at the number furnished by them by Wednesday, March 27, 2013.

Additionally, the City prohibits communications by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the Purchasing Coordinator in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Any communications outside of the Purchasing Coordinator with a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

NON-COLLUSION AFFIDAVIT

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member officer, or employee of the bidder who is authorized to legally bind the bidder.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Pennsylvania

County of Berks

Michael Cirulli, being first duly sworn, deposes and says that:

(1) ~~He~~ She is Representative
(Owner, Partner, Officer, Representative or Agent)

of Berkshire Systems Group, Inc., the Bidder that has submitted the attached Bid or Bids;

(2) ~~He~~ She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

(6) Neither the said Bidder nor any of its officers, partners, owners, agents or parties in interest, have any interest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

I state that Berkshire Systems Group, Inc. understands
(Name of Firm)

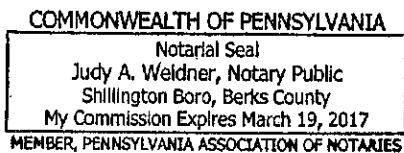
and acknowledges that the above representations are material and important, and will be relied on by the City of Reading in awarding the Contract(s) for which this Bid is submitted. I understand and my firm understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the City of Reading of the true facts relating to the submission of bids for this Contract.

Michael S. Cull Sales Manager
(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 10th DAY
OF APRIL, 20 13

Judy A. Weldner
Notary Public

My Commission Expires: 03-19-2017



**PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS
TO THE CITY OF READING**

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

Berkshire Systems Group, Inc.
Name of Provider

By: Robert A. Guyer
Authorized Signatory

Title: Robert A. Guyer, President
President or Vice President

Attest: Dana A. Hall

NON DISCRIMINATION STATEMENT

The undersigned hereby certifies that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, or national origin. The undersigned shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, or national origin.



Berkshire Systems Group, Inc.
BIDDER

President
TITLE

INDEMNITY AGREEMENT & HOLD HARMLESS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned has entered into a contract with the CITY OF READING,
dated April 10, 2013, providing for the
City Hall Access Control System, Department of Police, _____ City of Reading,
Pennsylvania.

NOW, THEREFORE, in consideration of the award of said contract to the undersigned,
/* _____, as well as in further consideration of the sum of ONE DOLLAR (\$1.00)
/* in hand paid to the said _____ by the City of Reading, receipt whereof is hereby acknowledged, the said
_____ agrees to indemnify and save harmless the CITY
OF READING, its officers, agents, servants, and employees against any and all loss, damage,
costs and expenses which the said CITY may hereafter suffer, incur, be put to or pay by reason
of any bodily injury (including death) or damage to property arising out of any act or omission in
performance of the work undertaken under the aforesaid contract.

EXECUTED this _____ day of _____, 2013
/*BERKSHIRE SYSTEMS GROUP, INC.
By: _____
Title: President

ATTEST:

Secretary
(Title)

STIPULATION AGAINST LIENS

WHEREAS, BERKSHIRE SYSTEMS GROUP, INC., hereinafter called the CONTRACTOR, has entered into a CONTRACT, dated April 10, 2013, with the City of Reading hereinafter called the CITY, to provide materials and perform labor necessary for the manufacture and furnishing of the:
the upgrading of the City Hall Access Control System, Department of Police,

as set forth in the CONTRACT DOCUMENTS as prepared by the City of Reading.

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said CONTRACT, and for the consideration therein set forth, that neither the undersigned CONTRACTOR, any SUBCONTRACTOR or material man, nor any other person furnishing labor or materials to the said CONTRACTOR under this CONTRACT shall file a lien, commonly called a mechanic's lien, for WORK done or materials furnished for the above manufacture.

This stipulation is made and shall be filed with the Berks County Prothonotary within ten (10) days after execution, in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the parties hereto have caused the signature of their proper officers to be affixed thereto on this _____ day _____ of 20 13.

(SEAL)

CITY OF READING
(CITY OF READING)

ATTEST:

BY: _____
LINDA A. KELEHER
TITLE: City Clerk

BY: _____
Vaughn D. Spencer
TITLE: Mayor

(SEAL)

BERKSHIRE SYSTEMS GROUP, INC.
(CONTRACTOR)

ATTEST:

BY: _____
TITLE: President

BY: _____
TITLE: Secretary

SAMPLE CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This agreement is made and entered into as of the _____ of _____, 2013 between the **City of Reading** (hereinafter referred to as the "City", and **Insert Vendor Here.**, hereinafter referred to as the "Contractor".

In consideration of the mutual covenants and conditions herein contained the parties agree as follows:

1. SCOPE OF WORK

Define Scope of Work

2. DELIVERABLES

List all contract deliverables and their due dates.

3. TERM OF CONTRACT

The term of the Contract shall commence on **Date** (hereinafter the Effective Date) and shall end on **Date** (hereinafter the Expiration Date), subject to the other provisions of the Contract. The Contracting Officer shall issue a written Notice to Proceed to the Contractor directing the Contractor to start performance on a date which is on or after the Effective Date. The Contractor shall not start the performance of any work prior to the date set forth in the Notice to Proceed and the City shall not be liable to pay the Contractor for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No City employee has the authority to verbally direct the commencement of any work under this Contract. The City reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This will be utilized to prevent a lapse in Contract coverage and only for the time necessary, up to three (3) months, to enter into a new contract.

4. INDEPENDENT CONTRACTOR

In performing the services required by the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the City.

5. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

6. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

7. COMPENSATION/EXPENSES

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract, Appendix A. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the City. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

8. INVOICES

The Contractor shall submit monthly invoices to the City for services performed during each billing period. Invoices shall be forwarded to the following contact and address:

Name
City of Reading
815 Washington Street
Reading, PA 19601

Each invoice shall be under cover of a letter on the vendor's letterhead and itemized listing the services performed by date, hours worked, and by rate.

9. PAYMENT

a. The City shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the "Provide Service and Bill To" address if a date on which payment is due is not specified in the Contract (a "proper" invoice is not received until the City accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The City reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the City may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the City against any payments due the Contractor under any contract with the City.

10. TAXES

The City is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The City is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Pennsylvania Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

11. WARRANTY

The Contractor warrants that all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the contract, all services and parts are warranted for a period of one year following completion of performance by the Contractor and acceptance by the City. The Contractor shall correct any problem with the service and/or replace any defective part with a part of equivalent or superior quality without any additional cost to the City.

12. PATENT, COPYRIGHT, AND TRADEMARK INDEMNITY

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report document or other material provided to the City under the contract. The Contractor shall defend any suit or proceeding brought against the City on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract. This is upon condition that the City shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the City may participate in or choose to conduct, in its sole discretion, the defense of any such action. If information and assistance are furnished by the City at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization. The Contractor shall indemnify and hold the City harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the City may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract. If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no

longer infringing. If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the City, only those items of equipment or software which are held to be infringing, and to pay the City: 1) any amounts paid by the City towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the City for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

13. OWNERSHIP RIGHTS

The City shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the City as part of the performance of the Contract.

14. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the City recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the City. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the City all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

15. HOLD HARMLESS PROVISION

The Contractor shall hold the City harmless from and indemnify the City against any and all claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract and shall, at the request of the City, defend any and all actions brought against the City based upon any such claims or demands.

16. AUDIT PROVISIONS

The City shall have the right, at reasonable times and at a site designated by the City, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the City and/or their authorized representatives.

17. DEFAULT

a. The City may, subject to the provisions of Paragraph 18, Force Majeure, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in Paragraph 19, Termination Provisions) the whole or any part of this Contract for any of the following reasons:

- 1) Failure to begin work within the time specified in the Contract or as otherwise specified;
- 2) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract terms;
- 3) Unsatisfactory performance of the work;
- 4) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
- 5) Discontinuance of work without approval;
- 6) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
- 7) Insolvency or bankruptcy;
- 8) Assignment made for the benefit of creditors;
- 9) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
- 10) Failure to protect, to repair, or to make good any damage or injury to property; or
- 11) Breach of any provision of this Contract.

b. In the event that the City terminates this Contract in whole or in part as provided in Subparagraph a. above, the City may procure, upon such terms and in such manner as it determines, services similar or identical to those so terminated, and the Contractor shall be liable to the City for any reasonable excess costs for such similar or identical services included within the terminated part of the Contract.

c. If the Contract is terminated as provided in Subparagraph a. above, the City, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the City in the manner and to the extent directed by the Issuing Office, such partially completed work, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract as has been terminated. Except as provided below, payment for completed work accepted by the City shall be at the Contract price. Except as provided below, payment for partially completed work including, where applicable, reports and working papers, delivered to and accepted by the City shall be in an amount agreed upon by the Contractor and Contracting Officer. The City may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the City against loss.

d. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

e. The City's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the City of its rights and remedies in regard to the event of default or any succeeding event of default.

18. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Contractor shall notify the City orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the City may reasonably request. After receipt of such notification, the City may elect either to cancel the Contract or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the City by notice to the Contractor, may suspend all or a portion of the Contract.

19. TERMINATION PROVISIONS

The City has the right to terminate this Contract for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

a. TERMINATION FOR CONVENIENCE: The City shall have the right to terminate the Contract for its convenience if the City determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.

b. NON-APPROPRIATION: The City's obligation to make payments during any City fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the City shall have the right to terminate the contract. The contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under this contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose.

c. TERMINATION FOR CAUSE: The City shall have the right to terminate the Contract for Contractor default under Paragraph 17, Default, upon written notice to the Contractor. The City shall also have the right, upon written notice to the Contractor, to terminate the Contract for other cause as specified in this Contract or by law. If it is later determined that the City erred in terminating the Contract for cause, then, at the City's discretion, the Contract shall be deemed to have been terminated for convenience under the Subparagraph 19.a.

20. CONTRACT CONTROVERSIES

a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.

b. The contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

21. ASSIGNABILITY AND SUBCONTRACTING

a. Subject to the terms and conditions of this Paragraph 21, this Contract shall be binding upon the parties and their respective successors and assigns.

b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.

d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

22. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Contract, the Contractor agrees as follows:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this City who is qualified and available to perform the work to which the employment relates.

b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

- c. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- e. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

23. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the City observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the City procurement process. In furtherance of this policy, Contractor agrees to the following:

- a. **Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that governs contracting with the City.**
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the City and City employees, and which is distributed and made known to all Contractor employees.
- c. **Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any City employee to breach the standards of ethical conduct for City employees set forth in the *Public Official and Employees Ethics Act, 65 Ph.C.'s. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; or to breach any other state or federal law or regulation.**
- d.-Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a City official or employee or to any other person at the direction or request of any City official or employee.
- e. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a City official or employee or to any other person, the acceptance of which would violate any statute, regulation, statement of policy, management directive or any other published standard of the City or Commonwealth of Pennsylvania.
- f. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the City in writing and the City consents to Contractor's financial interest prior to City's execution of the contract. Contractor shall disclose the financial interest to the City at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- i.-Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the City, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the City or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - 1) Approved in writing by the City prior to its disclosure; or
 - 2) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior City approval; or
 - 3) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - 4) Necessary for purposes of Contractor's internal assessment and review; or
 - 5) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the City; or
 - 6) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

7) Otherwise required by law.

j. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the City contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

1) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

2) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:

a) obtaining;

b) attempting to obtain; or

c) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

3) Violation of federal or state antitrust statutes.

4) Violation of any federal or state law regulating campaign contributions.

5) Violation of any federal or state environmental law

6) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.

7) Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act*, 77 P.S. 1 et seq.

8) Violation of any federal, state, or City law prohibiting discrimination in employment.

9) Debarment by any agency or department of the federal government or by any other state.

10) ny other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the City may, in its sole discretion, terminate the contract for cause upon such notification or when the City otherwise learns that Contractor has been officially notified, charged, or convicted.

k. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

1) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

2) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

l. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal City procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

m. When Contractor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, including but not limited to contact by a City officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the City contracting officer or City Solicitor in writing.

n. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

o. Contractor shall cooperate with the City Solicitor in its investigation of any alleged City employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the City Solicitor, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the City Solicitor to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.

p. For violation of any of these Contractor Integrity Provisions, the City may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the City. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the City may have under law, statute, regulation, or otherwise.

q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph.

1) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the City.

2) "Consent" means written permission signed by a duly authorized officer or employee of the City, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the City shall be deemed to have consented by virtue of execution of this contract.

3) "Contractor" means the individual or entity that has entered into this contract with the City, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

4) "Financial interest" means:

(a) Ownership of more than a five percent interest in any business; or

(b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

5) "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

6) "Immediate family" means a spouse and any unemancipated child.

7) "Non-bid basis" means a contract awarded or executed by the City with Contractor without seeking bids or proposals from any other potential bidder or offeror.

8) "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the City of Reading or for paying debts incurred by or for a candidate or committee before or after any election.

24. CONTRACTOR RESPONSIBILITY PROVISIONS

a. The Contractor certifies, for itself and all its subcontractors, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the City or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, that as of the date of its execution of this Bid/Contract, it has no tax liabilities or other City obligations.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the City if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other City obligations, or if it or any of its subcontractors are suspended or debarred by the City, the Commonwealth of Pennsylvania, the

federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the City of its suspension or debarment by the City, Commonwealth of Pennsylvania, any other state, or the federal government shall constitute an event of default of the Contract with the City.

e. The Contractor agrees to reimburse the City for the reasonable costs of investigation incurred by the City Solicitor for Investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

25. AMERICANS WITH DISABILITIES ACT

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this

Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the City of

Reading through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the City of Reading from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the City of Reading as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

26. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

27. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the City of Reading and of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

28. INTEGRATION

The Contract, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the City or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate City form.

29. CHANGE ORDERS

The City reserves the right to issue change orders at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the City is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change order shall be in writing signed by the Contracting Officer. The change order shall be effective as of the date appearing on the change order, unless the change order specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required under any change order shall be handled through Paragraph 19, "Contract Controversies".

For purposes of this Contract, "change order" is defined as a written order signed by the Contracting Officer directing the Contractor to make changes authorized under this clause.

30. RIGHT TO KNOW LAW 8-K-1532

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the City" shall refer to the City of Reading

b. If the City needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract.

The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the City.

c. Upon written notification from the City that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the City, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the City reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the City may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The City will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth of Pennsylvania determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the City harmless for any damages, penalties, costs, detriment or harm that the City may incur as a result of the Contractor's failure, including any statutory damages assessed against the City.

g. The City will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Commonwealth of Pennsylvania Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any City or Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the City for any legal expenses incurred by the City as a result of such a challenge and shall hold the City harmless for any damages, penalties, costs, detriment or harm that the City may incur as a result of the Contractor's failure, including any statutory damages assessed against the City, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees

to waive all rights or remedies that may be available to it as a result of the City's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

IN WITNESS WHEREOF, the **CITY OF READING**, and **VENDOR**, have caused this Contract to be executed on the date and year first above written.

VENDOR

By: _____
Title: _____
Date: _____

CITY OF READING

By: _____ Managing Director
By: _____
City Solicitor

Attest: _____ City Clerk

WITNESS

**APPENDIX A
BUDGET AND BILLING**

Describe Contract Budget and Specific Billing Terms & Conditions Here.

RECOMMENDATION MEMORANDUM

TO: William Heim, Police Chief

FROM: Tammi Reinhart, Purchasing Coordinator

SUBJECT: Contract - City Hall Access Control Systems

DATE: July 17, 2013

May we please have your recommendation on the award of the above-listed bid. All bids are available for review in the Office of the Purchasing Coordinator. The completed form should be returned to the Office of the Purchasing Coordinator no later than **THURSDAY, JULY 24, 2013, AT 2:00 P.M.** Please issue a Requisition in USL for the Contract, if a recommendation is made.

1. After reviewing the bids, recommendation is made to award the contract to _____ who is the low bidder.
2. The above listed bidder meets or exceeds all City specifications for this bid _____
3. After reviewing the bids, recommendation is made to award the contract to Berkshire Systems who is not the low bidder.
Justification: Berkshire Systems has the best experience, Responsiveness, Staff, and References
4. Reject all bids. Justification: _____
5. Budget Account Code and Total amount to be charged 01 08 29 4510 \$50,000
6. I have checked with the Accounting Office and have determined sufficient funds are available in this account code yes
7. Amount remaining in this account code after the contract funds are encumbered. _____
8. Is this item in the Capital Equipment/Improvement Budget for the current fiscal year? NO
9. What amount is listed in the Capital Budget? N/A
10. Is this bid for the entire project or is this a phase? entire project

APPROVAL TO AWARD CONTRACT TO ABOVE LISTED BIDDER:

Department Director [Signature] Police Chief

7/19/2013
Date

PLEASE RETURN TO PURCHASING FOR THE EXECUTION OF BELOW SIGNATURES.

Controller [Signature]

7/19/13
Date

Director of Administrative Services [Signature]

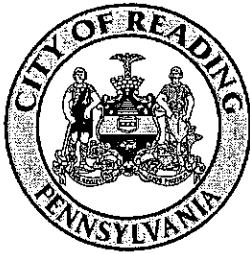
7/19/2013
Date

Managing Director [Signature]

7/19/13
Date

Mayor [Signature]

8/2/13
Date



CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6208
FAX (610) 655-6427

CHARLES D. YOUNGER, ESQUIRE
CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE
FREDERICK T. LACHAT, III,
ESQUIRE
~~DIANA D'AURIA, ESQUIRE~~

LEGAL SPECIALISTS

August 23, 2013

Mr. Michael Cirulli, Representative
BERKSHIRE SYSTEMS GROUP, INC.
50 S. Museum Rd.
Reading, PA 19607

Dear Mr. Cirulli:

Enclosed herewith please find Contract, **in duplicate**, between your company and the City of Reading, for the City Hall Access Control System, Department of Police, City of Reading, Pennsylvania.

Will you please have the proper officials of your company execute these papers, **returning both copies** to the City Solicitor's Office, City Hall, 815 Washington Street, Room 2-54, Reading, Pennsylvania, 19601-3690, within ten (10) days.

After the Contract has been duly executed by the proper officials of the City, we will send you a copy for your files.

Very truly yours,

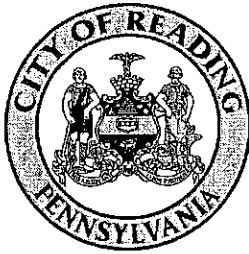
A handwritten signature in black ink, appearing to be "C. Younger", written over a horizontal line.

CHARLES D. YOUNGER
City Solicitor

CDY/alh

Enclosures





CITY OF READING, PENNSYLVANIA

LAW DEPARTMENT
815 WASHINGTON STREET
READING, PA 19601-3690
(610) 655-6208
FAX (610) 655-6427

CHARLES D. YOUNGER, ESQUIRE
CITY SOLICITOR

TONYA A. BUTLER, ESQUIRE
FREDERICK T. LACHAT, III,
ESQUIRE
~~DIANA D'AURIA, ESQUIRE~~

LEGAL SPECIALISTS

September 12, 2013

BERKSHIRE SYSTEMS GROUP

50 S. Museum Rd.
Reading, PA 19607

Dear Sir or Madam:

Enclosed herewith please find your executed copy of the contract between your company and the City of Reading, for the City Hall Access Control System, Department of Police, City of Reading, Pennsylvania.

Very truly yours,



CHARLES D. YOUNGER
City Solicitor

CDY/alh

Enclosure

